

STATE OF LOUISIANA
Department of Transportation and Development

REQUEST FOR PROPOSALS
FOR
RFP Solicitation No. 3000000319

PM Retroreflectivity Readings

Statewide

April 29, 2011

Proposal Submission Deadline:
May ~~30~~31, 2011 by 3:00 p.m. CST

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1.0. GENERAL INFORMATION

1.1 Purpose/Background

This Request for Proposals (RFP) is issued by the Department of Transportation and Development (herein referred to as DOTD). The purpose of this project is to perform activities related to acquiring retroreflectivity data. This will eliminate the personnel safety issues related to data collection by handheld devices. Using mobile instruments will provide immediate feedback to establish pavement marking needs, and will provide assistance to the DOTD in the Quality Control/Quality Assurance of pavement markings placed on state highways. One Consultant shall be selected for this contract. The Consultant may not subcontract the specified services without the written agreement of DOTD.

The Consultant will use a windows-based, GPS-enabled Mobile Retroreflectometer system with a traceable, repeatable calibration source to collect data. The system shall use an LTL-X (OAE) handheld retroreflectometer as part of the calibration procedure of the Mobile Retroreflectometer. A letter of verification from the manufacturer shall be furnished to DOTD showing that the LTL-X (OAE) has been calibrated; (the letter shall be no more than one (1) year old). Daily calibrations for the mobile retroreflectometer must be done daily with an LTL-X (OAE) and documentation of this furnished to DOTD daily.

Data shall be taken of state highway line miles of striping on an as-needed basis throughout the year. These line miles of striping include all types of striping from one edge of the highway to the other. The readings will coincide with the warranty period of from six (6) months to one (1) year from the initial readings, which will be taken by the striping consultants. The Consultant may group requested reading locations required at the same time in order to maximize efficiency and to minimize mobilizations. DOTD shall provide the Consultant with reading locations and required dates. No separate pay item for mobilizations will be allowed; an estimated number of mobilizations should be planned for, and considered when setting the bid price on this proposal.

The Consultant will provide a plan of procedures and techniques to be used to collect each data element.

1.2 Scope of Services

The consultant shall measure the retroreflectivity of selected pavement markings for the Statewide Highway System using a Mobile Retroreflectometer. Attachment I details the scope of services.

1.3 Definitions

- A. Mandatory Requirements – The terms “shall”, “will”, and “must” denote mandatory requirements.

- B. Permissible Action – The terms “should” and “may” denote an advisory or allowable action.
- C. Agency – Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of this state authorized to participate in any contract resulting from this solicitation.

1.4 Performance Goals and Measures

A. Goals and Objectives:

To enter into a contract with selected Consultant in order to provide measurements of the retroreflectivity of selected pavement markings for the Statewide Highway System using a Mobile Retroreflectometer.

Specific goals and objectives are:

For the Consultant to compile data in 1.0 mile (5280 ft.) increments. Data shall be collected every 0.1 mile, and the raw data shall be available to DOTD upon request. Data provided via both the spreadsheet and the report shall contain one-mile averages only. The Consultant shall make collected data available exclusively to DOTD within 10 business days of collection via both a Microsoft Excel table and a data report. The Excel data shall contain the highway, the mile marker at each measured location, readings of all line types for both directions, and the name of the Parish in which the data was taken. Any reading of less than 150 mcd/lux/sq m shall be considered failed, and shall be highlighted in some way. The total number of one-mile segments with one or more line types that fail shall also be provided for each highway segment that is measured. Data reports must be available in table and mapping format, with user-defined drill down sequence capability. Data reports should be provided by highway, then mile marker, followed by readings of all line types for both directions. The Parish name will also be provided for each location. All failed readings (less than 150 mcd/lux/sq m) shall be highlighted, and a count and percentage of failed locations provided. DOTD will own the collected data. Consultant shall provide video in MPEG-4 format with GPS coordinates (video overlay) for each measured section.

The Consultant shall calculate quantities for mobile retroreflectivity data collected for the Statewide Highway System. These quantities shall be measured for each direction; this should include the white and yellow edge lines, and skip lines.

It is imperative that both directions of highway, especially Interstate, have a common mile definition (i.e., they will match up with the same mile markers in each direction). For example, “mile 2” will be located between mile marker 1 and mile marker 2 in both directions.

1.5 *Monitoring Plan*

DOTD will monitor the performance of the consultant by: Verifying instrument calibration on a daily basis, review of data submitted, and comparison of random field checks made by DOTD to readings submitted by the consultant.

1.6 *Project Manager*

A Project Manager has been named and that information will be provided to the successful Proposer.

2.0 ADMINISTRATIVE INFORMATION

2.1 *Expected Time Period for Contract*

The period of any contract resulting from this RFP will be an initial twelve (12) month period tentatively scheduled to begin on **June 15, 2011** through **June 14, 2012**. DOTD has the right to renew at the same terms and conditions, the contract for additional two twelve-month periods with the concurrence of the Consultant and all appropriate approvals. In no event shall the contract term exceed 36 months.

2.2 *RFP Coordinator*

Requests for copies of the RFP and written questions must be directed to the RFP Coordinator listed below:

Ms. Debra L. Guest, P.E.
Consultant Contract Services Administrator
1201 Capitol Access Road, **Room 405-T**
Baton Rouge, LA 70802-4438 or
Post Office Box 94245
Baton Rouge, Louisiana 70804-9245
Telephone: (225) 379-1989
Fax: (225) 379-1859
debbie.guest@la.gov

This RFP is available in electronic form at <http://webmail.dotd.state.la.us/AgreStat.nsf/WebView?OpenPage> and <http://wwwsrch2.doa.state.la.us/osp/lapac/pubmain.asp>, or in printed form by submitting a written request to the RFP Coordinator.

2.3 Proposers Inquiries

DOTD shall consider written proposer inquiries regarding RFP requirements or Scope of Services before the date specified in the Calendar of Events. DOTD reserves the right to modify the RFP should a change be identified that is in the best interest of the DOTD.

To be considered, written inquiries and requests for clarification of the content of this RFP must be received at the above address or via fax by 3:00 p.m. CST on the date specified in the Calendar of Events. Any and all questions directed to the RFP Coordinator shall be deemed to require an official response. Official responses to each of the questions presented by the proposer shall be posted on the DOTD Consultant Contract Services and LaPAC websites as an Addendum to the RFP by the deadline shown in the Calendar of Events.

2.4 Calendar of Events

| <u>Event</u> | <u>Date</u> |
|---|-----------------------------|
| Advertise RFP and mail public announcements | April 29, 2011 |
| Deadline for receipt of Written inquiries | May 5, 2011 |
| Issue responses to Written inquiries | May 12, 2011 |
| Deadline for receipt of Proposals | May 30 -31, 2011 |
| Announce Award of “Successful proposer” | June 10, 2011 (on or about) |
| Contract Execution | June 15, 2011 (on or about) |

NOTE: DOTD reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary.

3.0 PROPOSAL INFORMATION

3.1 Proposal Response Location

Proposers who are interested in providing consulting services under this RFP should submit all proposals containing the information specified in Section 4.0. The fully completed original proposal with original signatures by an authorized representative must be received in hard copy (printed) version by the RFP Coordinator designated above by the deadline date specified in the Calendar of Events. Fax or e-mail submissions are not acceptable.

3.2 Determination of Responsibility

Determination of the Proposer’s responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. DOTD must find that the Selected Proposer:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the DOTD to make its determination by presenting acceptable evidence of the above to perform the contracted services.

3.2.1 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

3.3 Desired Qualifications of Proposer

It is highly desirable that the Proposer should at minimum possess the following qualification at the time of proposal submittal:

The Proposer should show the necessary expertise, personnel, and equipment necessary to perform the work outlined in the Scope of Services (Attachment I). The Proposer should have a minimum of 3 years experience in mobile pavement marking retroreflectivity data collection of a minimum 100,000 miles, and the Proposed Project Manager should have a minimum of 3 years experience in the mobile collection of retroreflectivity data.

The Proposer should ensure that their proposals contain sufficient information for DOTD to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

3.4 Revisions to the RFP

DOTD reserves the right to change the calendar of events or revise any part of the RFP by issuing an addendum to the RFP at any time.

Addenda, if any, will be posted on the DOTD Consultant Contract Services and LaPac websites:

<http://webmail.dotd.louisiana.gov/agrestat.nsf/WebAddendums?OpenPage>
<http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

3.5 *Waiver of Administrative Informalities*

DOTD reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

3.6 *Proposal Rejection*

Issuance of this RFP in no way constitutes a commitment by DOTD to award a contract. DOTD reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in DOTD's best interest.

3.7 *Withdrawal of Proposal*

A Proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to the RFP Coordinator.

3.8 *Subconsultant Information*

DOTD shall have a single Prime-Consultant as the result of any contract negotiation, and that Prime-Consultant shall be responsible for all deliverables referenced in the RFP and proposal. This general requirement notwithstanding, proposers may enter into Sub-Consultant arrangements, however the Prime-Consultant shall acknowledge in their proposal total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should identify any relationships and include specific designations of the tasks to be performed by the Sub-Consultant. Information required of the proposer under the terms of this RFP is also required for each Sub-Consultant. The Prime-Consultant shall be the single point of contact for all Sub-Consultant work.

3.9 *Ownership of Proposal*

All materials submitted in response to this request become the property of DOTD. Selection or rejection of a proposal does not affect this right.

3.10 *Proprietary Information*

Only information, which is in the nature of legitimate trade secrets or non-published financial data, may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and shall be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.11 Cost of Preparing Proposals

DOTD is not liable for any costs incurred by Proposer prior to issuance of or entering into a contract. Costs associated with developing the proposal and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by DOTD.

3.12 Errors and Omissions in Proposal

DOTD shall not be liable for any errors in proposals. DOTD reserves the right to make corrections or amendments due to patently obvious errors in proposals by DOTD or the proposer. DOTD, at its option, has the right to request clarification or additional information from the proposers.

3.13 Contract Award and Execution

DOTD reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offer received. **DOTD reserves the right to contract for all or a partial list of services offered in the proposal.**

The RFP and proposal of the selected proposer shall become part of any contract initiated by DOTD.

The selected Proposer shall be expected to enter into a contract which is basically the same as the sample contract included in Attachment V. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with their proposal any exceptions or exact contract deviations that their firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds ten working days or if the selected proposer fails to sign the final contract within ten working days of delivery of it, DOTD may elect to cancel the award and award the contract to the next-highest-ranked proposer.

3.14 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. Ethics issues are interpreted by the Louisiana Board of Ethics.

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

One original (**stamped original**) and five copies of the proposal shall be submitted to DOTD. Any proposer failing to submit any of the mandatory information requested in this RFP shall be considered non-responsive. Name(s) of the Proposer listed, must precisely match the name(s)

filed with the Louisiana Secretary of State, Commercial Division, Corporations Section, if proposer is a corporation.

The proposal will be identified with the **RFP Solicitation No. 3000000319** and **Project Name: PM Retroreflectivity Readings**, shall be submitted **prior to 3:00 p.m. CST on ~~May 30, 2011~~, Tuesday, May 31, 2011** by hand delivery or mail addressed to:

Ms. Debra L. Guest, P.E.
Consultant Contract Services Administrator
1201 Capitol Access Road, **Room 405-T**
Baton Rouge, LA 70802-4438 or
Post Office Box 94245
Baton Rouge, Louisiana 70804-9245
Telephone: (225) 379-1989
Fax: (225) 379-1859

The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted.

It is solely the responsibility of each Proposer to assure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals, which for any reason are not received timely, will not be considered.

4.2 Cover Letter

A cover letter should be submitted on the Proposer 's official business letterhead explaining the intent of the Proposer.

4.3 Proposal Format

The proposer shall submit a proposal as specified in Attachment II which shall include adequate information that the proposer has the appropriate experience and qualifications to perform the scope of services as described herein. The proposer should submit a work plan reflecting their understanding of the project. The proposer should respond to all areas requested.

4.4 Price Proposal

The proposer shall submit a complete Price Proposal (Attachment III) to perform the services shown in the Scope of Services.

4.5 Certification Statement

The Proposer shall sign and submit the Certification Statement shown in Attachment IV.

5.0 EVALUATION AND SELECTION

5.1 *Evaluation Team*

The evaluation of proposals shall be accomplished by a five person DOTD Project Evaluation Team, which shall determine the proposal most responsive and advantageous to DOTD.

5.2 *Administrative and Mandatory Screening*

All proposals shall be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals found not to be in compliance will be rejected from further consideration.

5.3 *Clarification of Proposals*

DOTD reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

5.4 *Evaluation and Review*

Each proposal shall be rated for categories one through three, with 0 being the lowest score and the highest possible score as shown for each category.

The proposer with the lowest total price shall receive 50 points. Other proposers will receive points for price based upon the following formula:

$$\text{Price Score} = \frac{\text{Lowest Proposed Total Price} \times 50}{\text{Consultant's Proposed Total Price}}$$

| CRITERIA | HIGHEST POSSIBLE SCORE |
|---|-------------------------------|
| 1) Firm experience on similar projects | 25 |
| 2) Personnel experience as related to the project specifically; amount of data collected previously | 25 |
| 3) Price per line mile | 50 |
| Total | 100 |

All proposals shall be evaluated as indicated for Items 1-3. The proposer's ratings in each category shall be added to arrive at the proposer's total score. The Project Evaluation Team shall compile the scores and make a recommendation to the DOTD Secretary based on highest score. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

5.5 *Announcement of Successful Proposer*

DOTD shall notify the successful proposer and proceed to negotiate terms for final contract. Unsuccessful proposers shall be notified in writing accordingly. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

6.0 PROPOSER REQUIREMENTS

6.1 *Corporation Requirements*

Upon the award of the contract, if the Consultant is a corporation not incorporated under the laws of the State of Louisiana, the Consultant shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana prior to the execution of the contract.

Upon the award of the contract, if the Consultant is a for-profit corporation whose stock is not publicly traded, the Consultant shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

6.2 *Compensation*

Compensation to the Consultant for the services rendered for this Project shall be paid on a per line mile unit cost when each set of readings has been completed. Compensation shall include mobilization.

6.3 *Billing, Payment, and Damages*

Payments to the Consultant for services rendered shall be made based on a certified invoice and be of a form and with a division of items as approved by the DOTD. The allowable costs shall be in accordance with the cost principles and procedures set forth in 48 CFR 31, as appropriate.

The Consultant will submit invoices as outlined below:

| | |
|---------|---------------|
| Invoice | Per Line Mile |
|---------|---------------|

The original and two copies of the invoice shall be submitted to the Project Manager. The invoice must be signed and dated by a principal member of the Consultant's firm.

Upon receipt of each invoice, the DOTD shall pay the amount due within 30 calendar days, according to Louisiana R.S. 251.5.

6.4 *Contract Terms & Conditions*

The proposer shall be required to enter into a Contract with DOTD that is **basically the same** as Attachment V. Any changes to those terms shall be negotiated if state law allows such negotiation.

6.5 Indemnification

The Consultant shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Consultant, its agents, servants, independent consultants, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include attorney's fees and court costs. Consultant shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

Consultant shall indemnify, defend and hold DOTD and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against DOTD in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that DOTD shall give the Consultant: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Consultant's sole expense, and (iii) assistance in the defense of any such action at the expense of Consultant. Where a dispute or claim arises relative to a real or anticipated infringement, DOTD or its Authorized Users may require Consultant, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Consultant shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product; ii) Authorized User's use of the Product in combination with other products not furnished by Consultant; iii) Authorized User's use in other than the specified operating conditions and environment. In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Consultant believes that it may be enjoined, Consultant shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for DOTD the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to DOTD up to the dollar amount of the Contract.

For all other claims against the Consultant where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Consultant's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Consultant under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Consultant is required to back-up the data or records as

part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. DOTD and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Consultant, retain such monies from amounts due Consultant, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

6.6 Confidentiality

All financial, statistical, personal, technical and other data and information relating to DOTD's operation which are designated confidential by DOTD and made available to the Consultant in order to carry out this contract, or which become available to the Consultant in carrying out this contract, shall be protected by the Consultant from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to DOTD. The identification of all such confidential data and information as well as DOTD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by DOTD in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by DOTD to be adequate for the protection of DOTD's confidential information, such methods and procedures may be used, with the written consent of DOTD, to carry out the intent of this paragraph. The Consultant shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the Consultant outside the scope of the contract, or is rightfully obtained from third parties. Under no circumstance is the Consultant to discuss and/or release information to the media concerning this project without prior express written approval of the DOTD.

Attachment I

Scope of Services

The consultant shall measure the retroreflectivity of selected pavement markings for the Statewide Highway System using a Mobile Retroreflectometer.

Equipment Requirements

The Consultant will use a windows-based, GPS-enabled Mobile Retroreflectometer system with a traceable, repeatable calibration source to collect data. The system shall use an LTL-X (OAE) handheld retroreflectometer as part of the calibration procedure of the Mobile Retroreflectometer. A letter of verification from the manufacturer shall be furnished to DOTD showing that the LTL-X (OAE) has been calibrated; (the letter shall be no more than one (1) year old). Daily calibrations for the mobile retroreflectometer must be done daily with an LTL-X (OAE) and documentation of this furnished to DOTD daily.

Data Collection and Reporting

The Consultant shall be prepared to begin data collection between 6 months and 1 year of initial retroreflectivity readings. Given the locations and dates where readings will be required, the Consultant may perform data collection on a schedule that will minimize the number of required mobilizations.

For the Consultant to compile data in 1.0 mile (5280 ft.) increments. Data shall be collected every 0.1 mile, and the raw data shall be available to DOTD upon request. Data provided via both the spreadsheet and the report shall contain one-mile averages only. The Consultant shall make collected data available exclusively to DOTD within 10 business days of collection via both a Microsoft Excel table and a data report. The Excel data shall contain the highway, the mile marker at each measured location, readings of all line types for both directions, and the name of the Parish in which the data was taken. Any reading of less than 150 mcd/lux/sq m shall be considered failed, and shall be highlighted in some way. The total number of one-mile segments with one or more line types that fail shall also be provided for each highway segment that is measured. Data reports must be available in table and mapping format, with user-defined drill down sequence capability. Data reports should be provided by highway, then mile marker, followed by readings of all line types for both directions. The Parish name will also be provided for each location. All failed readings (less than 150 mcd/lux/sq m) shall be highlighted, and a count and percentage of failed locations provided. DOTD will own the collected data. Consultant shall provide video in MPEG-4 format with GPS coordinates (video overlay) for each measured section.

The Consultant shall calculate quantities for mobile retroreflectivity data collected for the Statewide Highway System. These quantities shall be measured for each direction; this should include the white and yellow edge lines, and skip lines.

It is imperative that both directions of highway, especially Interstate, have a common mile definition (i.e., they will match up with the same mile markers in each direction). For example, “mile 2” will be located between mile marker 1 and mile marker 2 in both directions.

Data shall be taken on the Statewide Highway System, with an estimated 7,500 line miles of overlays and 2,700 line miles of chip seal per year.

Method of Measurement

The Consultant shall calculate quantities for mobile retroreflectivity data collected for the Statewide Highway System. These quantities shall be measured for each direction; this should include the white and yellow edge lines, and skip lines.

Measurement and Payment:

Item S-001 Line-Miles of Readings/Data Collected/Mobilization

ATTACHMENT II

PROPOSAL FORMAT

1. Executive Summary

This section should serve to introduce the purpose and scope of the proposal. It should include administrative information including, at a minimum, response date, proposer contact name, phone number, email address, and the stipulation that the proposal is valid for a time period of one year from the date of submission. This section should include a summary of the proposer's qualifications and ability to meet the DOTD's overall requirements.

It should include a positive statement of compliance with the contract terms. If the proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The proposer should address the specific language in Attachment V and submit whatever exceptions or exact contract modifications that their firm may seek to the sample contract. While final wording shall be resolved during contract negotiations, the intent of the provisions shall not be substantially altered.

2. Corporate Background, Experience, and Financial Condition

The purpose of this item is to provide information to evaluate the relevant experience, resources, and qualifications of the Proposer.

In this section the Proposer should provide:

- a. An *organizational chart* displaying overall organizational structure, including sub-Proposers.
- b. A *record of prior successful experience* in services similar to that sought through this RFP. Proposals should include the number and a concise description of projects and inclusive dates successfully completed. Proposals should specify the extent of responsibility of key proposed project staff on these prior projects
- c. A *customer references listing* for related work completed in the last twenty-four (24) months. Each reference should include the name and telephone number of a contact person.
- d. A *Statement of the Proposer's other business or contractual obligations* and the involvement in any past or current litigation.

e. *A Statement that the firm is capable of providing the needed services over the initial twelve (12) month period and if Contract is renewed, for the additional two twelve-month periods. In no event shall the contract term exceed 36 months.*

If subconsultants will be used or if proposer is a consortium, the proposer should clearly identify any subconsultant arrangements or consortium arrangements. The proposer should provide the same information regarding the subconsultant's company/consortium company as is requested for the proposer's company.

3. Proposed Project Staff

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project. The Proposer should identify a Project Manager, who shall act as a single point of contact with DOTD.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address and telephone number) should be provided for the cited projects in the individual resumes.

If subconsultant/consortium personnel will be used, the proposer should clearly identify these persons and provide the same information requested for the proposer's personnel.

4. Approach and Methodology

Proposer should provide:

- Proposer's understanding of the nature of the project and how their proposal will best meet the needs of the DOTD.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, staffing.

5. Cost Information

Indicate the total cost, which shall include per line mile cost by the number of line miles, and mobilization, of each data collection request.

6. Provide a completed Certification Statement as shown in Attachment IV.

ATTACHMENT III - PRICE PROPOSAL

The Consultant is to furnish all materials, equipment, travel, and incidentals necessary to provide the scope of services as outlined in this RFP for the sum of:

- \$_____ (Total Cost Per Line Mile Including Mobilization)

NOTE: In the proposed rate per mile, please take into consideration that to accomplish all tasks in the Scope of Services, data taken on Statewide Highway System, use an estimated 7,500 line miles of overlay and 2,700 line miles of chip seal per year for calculation purposes.

Name of Firm: _____

Address of Firm: _____

Telephone Number: _____

Signature: _____

Name and Title: _____

Date: _____

ATTACHMENT IV
CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. DOTD requests that the proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly):

Date: _____ Official Contact Name: _____

A. E-mail Address: (Required) _____

B. Facsimile Number with area code: (____) _____

C. US Mail Address: _____

D. Telephone Number: _____

Proposer certifies that the above information is true and grants permission to DOTD or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least *One Year* from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 10 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov.)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

Attachment V

SAMPLE CONTRACT

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
CONTRACT FOR CONSULTING SERVICES
PURCHASE ORDER NO. xxxx
PM RETROREFLECTIVITY READINGS
STATEWIDE**

PLEASE NOTE: Prior to execution of any contract resulting from RFP, Consultant must be registered as a vendor at:

<http://www.doa.louisiana.gov/osp/vendorcenter/vendorregn.htm>

On this _____ day of _____, 2011, the State of Louisiana through the Louisiana Department of Transportation & Development, hereinafter sometimes referred to as “DOTD”, and **XXXXX., XXXXXXXXXXXX, XXXXX** hereinafter sometimes referred to as “Consultant”, do hereby enter into a Contract under the following terms and conditions.

SCOPE OF SERVICES

DOTD is in need of services to perform activities related to acquiring retroreflectivity data on the Louisiana Highway System.

Consultant hereby agrees to furnish the services as specified in detail in Attachment I:

GOALS AND OBJECTIVES

To enter into a contract with selected Consultant in order to provide measurements of the retroreflectivity of selected pavement markings for the Statewide Highway System using a Mobile Retroreflectometer.

Specific goals and objectives are:

For the Consultant to compile data in 1.0 mile (5280 ft.) increments. Data shall be collected every 0.1 mile, and the raw data shall be available to DOTD upon request. Data provided via both the spreadsheet and the report shall contain one-mile averages only. The Consultant shall make collected data available exclusively to DOTD within 10 business days of collection via both a Microsoft Excel table and a data report. The Excel data shall contain the highway, the mile marker at each measured location, readings of all line types for both directions, and the name of the Parish in which the data was taken. Any reading of less than 150 mcd/lux/sq m shall be considered failed, and shall be highlighted in some way. The total number of one- mile segments with one or more line types that fail shall also be provided for each highway segment that is measured. Data reports must be available in table and mapping format, with user-defined drill down sequence capability. Data reports should be provided by highway, then mile marker, followed by readings of all line types for both directions. The Parish name will also be provided for each location. All failed readings (less than 150 mcd/lux/sq m) shall be highlighted, and a

count and percentage of failed locations provided. DOTD will own the collected data. Consultant shall provide video in MPEG-4 format with GPS coordinates (video overlay) for each measured section.

The Consultant shall calculate quantities for mobile retroreflectivity data collected for the Statewide Highway System. These quantities shall be measured for each direction; this should include the white and yellow edge lines, and skip lines.

It is imperative that both directions of highway, especially Interstate, have a common mile definition (i.e., they will match up with the same mile markers in each direction). For example, "mile 2" will be located between mile marker 1 and mile marker 2 in both directions.

MONITORING PLAN

DOTD will monitor the performance of the consultant by: Verifying instrument calibration on a daily basis, review of data submitted, and comparison of random field checks made by DOTD to readings submitted by the consultant.

SUBSTITUTION OF KEY PERSONNEL

The Consultant's key personnel assigned to this Contract may not be removed, replaced, or substituted without the written consent of the DOTD. Consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any Consultant personnel become unavailable due to resignation, illness, or other factors outside of the Consultant's control, excluding assignment to a project outside of the Contract, the Consultant shall be responsible for providing an equally qualified replacement to avoid delays in completing tasks. Any such replacement of key personnel must be approved by DOTD.

TERM OF CONTRACT

This Contract shall begin on _____, **2011** and shall end on _____, **2012**, unless modified by an executed supplemental agreement. Notwithstanding the foregoing, in no event shall this Contract be valid until it has been approved, in writing, by the Director of the Office of Contractual review of the Division of Administration. Such approval authorizes a Contract term for not more than three years.

DOTD FURNISHED RESOURCES

Mr. Scott Wimmer will serve as the DOTD Project Manager for this Contract. The DOTD Project Manager shall provide oversight of the activities conducted hereunder. Notwithstanding the Consultant's responsibilities for the performance of this Contract, the DOTD Project Manager shall be the principal point of contact on behalf of the DOTD and shall be the principal point of contact for Consultant.

TAXES

Consultant hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Consultant's obligation and identified under Federal tax identification number XXXXXX.

COMPENSATION

In consideration of the services described above, DOTD hereby agrees to pay the Consultant compensation of \$xxxxxx at the rate per line mile for actual services performed after each set of readings has been submitted to DOTD.

PAYMENT

If progress and/or completion to the reasonable satisfaction of the agency are obtained, payments are scheduled as follows:

- *At completion of each data collection and reporting.*

The original and two copies of the invoice reflecting the completion and value of work, accomplished to the date of such submission shall be submitted directly to the **Project Manager, Mr. Scott Wimmer**. The invoice must be signed by the Consultant.

Upon receipt and approval of the invoice, the DOTD shall pay the amount shown to be due and payable within thirty (30) days.

TERMINATION FOR CAUSE

DOTD may terminate this Contract for cause based upon the failure of Consultant to comply with the terms and/or conditions of the Contract; provided that the DOTD shall give the Consultant written notice specifying the Consultant's failure. If within thirty (30) days after receipt of such notice, the Consultant shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the DOTD may, at its option, place the Consultant in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in the solicitation shall constitute a default and may cause cancellation of the Contract. Where the DOTD has determined the Consultant to be in default, the DOTD reserves the right to obtain any or all products or services covered by the Contract on the open market and to charge the Consultant with cost in excess of the Contract price. Until such assessed charges have been paid, no subsequent proposal from the defaulting Consultant shall be considered.

Consultant may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the DOTD to comply with the terms and conditions of this Contract provided that the Consultant shall give the DOTD written notice specifying the DOTD's failure and a reasonable opportunity for the DOTD to cure the defect.

TERMINATION FOR CONVENIENCE

DOTD may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Consultant of such termination or negotiating with the Consultant an effective date. Consultant shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this Contract is contingent upon the appropriation of funds by the legislature

to fulfill the requirements of the Contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

REMEDIES FOR DEFAULT

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

INDEMNIFICATION & LIMITATION OF LIABILITY

Consultant shall be fully liable for the actions of its agents, employees, partners or Sub-Consultants and shall fully indemnify and hold harmless DOTD and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Consultant, its agents, employees, partners or Sub-Consultants, without limitation; provided, however, that the Consultant shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of DOTD.

Consultant shall indemnify, defend and hold DOTD and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against DOTD in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that DOTD shall give the Consultant: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Consultant's sole expense, and (iii) assistance in the defense of any such action at the expense of Consultant. Where a dispute or claim arises relative to a real or anticipated infringement, DOTD or its Authorized Users may require Consultant, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Consultant shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product; ii) Authorized User's use of the Product in combination with other products not furnished by Consultant; iii) Authorized User's use in other than the specified operating conditions and environment. In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Consultant believes that it may be enjoined, Consultant shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for DOTD the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance,

or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to DOTD up to the dollar amount of the Contract.

For all other claims against the Consultant where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Consultant's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Consultant under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Consultant is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. DOTD and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Consultant, retain such monies from amounts due Consultant, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

OWNERSHIP

All records, reports, documents and other material delivered or transmitted to Consultant by DOTD shall remain the property of DOTD, and shall be returned by Consultant to DOTD, at Consultant's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Consultant in connection with the performance of the services contracted for herein shall become the property of DOTD, and shall, upon request, be returned by Consultant to DOTD, at Consultant's expense, at termination or expiration of this contract.

NONASSIGNABILITY

No Consultant shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the DOTD. This provision shall not be construed to prohibit the Consultant from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the DOTD.

AUDITORS

The DOTD Auditor, State Legislative auditor, federal auditors and internal auditors of the Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the Contract for a period of five (5) years from the date of the last payment made under this Contract. Records shall be made available during normal working hours for this purpose.

COST RECORDS

The Consultant and its subConsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred relative to this project. Costs shall be accordance with 48 CFR 31 of the (FARS), as modified by DOTD audit guidelines, and which

are incorporated herein by reference as if copied in extensor. The FARS are available for inspection through www.transportation.org. Records shall be retained until such as an audit is made by DOTD or the Consultant is released in writing by the DOTD Audit Director, at which time the Consultant may dispose of such records. The Consultant shall, however, retain such records for a minimum of five years from the date of payment of the last estimate under this Contract or the release of all retainage for this Contract, whichever occurs later, for inspection by DOTD and/or Legislative Auditor and the FHWA or General Accounting (GAO) under State and Federal Regulations effective as of the date of this Contract.

CONTRACT MODIFICATION

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the DOTD's operation which are designated confidential by the DOTD and made available to the Consultant in order to carry out this Contract, or which become available to the Consultant in carrying out this Contract, shall be protected by the Consultant from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the DOTD. The identification of all such confidential data and information as well as the DOTD's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the DOTD in writing to the Consultant. If the methods and procedures employed by the Consultant for the protection of the Consultant's data and information are deemed by the DOTD to be adequate for the protection of the DOTD's confidential information, such methods and procedures may be used, with the written consent of the DOTD, to carry out the intent of this paragraph. The Consultant shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Consultant's possession, is independently developed by the Consultant outside the scope of the Contract, or is rightfully obtained from third parties.

SUB-CONSULTANTS

The Consultant may, with prior written permission from the DOTD, enter into subcontracts with third parties for the performance of any part of the Consultants duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Consultant to the DOTD for any breach in the performance of the Consultant's duties.

FISCAL FUNDING

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose,

and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

DISCRIMINATION CLAUSE

The consultant agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and consultant agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Consultant agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Consultant, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A:-VI. This rating requirement shall be waived for Worker's Compensation coverage only.

Consultant's Insurance: The Consultant shall not commence work under this Contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana state agency, shall be filed with the State of Louisiana for approval. The Consultant shall not allow any Sub-Consultant to commence work on his subcontract until all similar insurance required for the Sub-Consultant has been obtained and approved. If so requested, the Consultant shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Consultant shall maintain during the life of the Contract, Workers' Compensation Insurance for all of the Consultant's employees employed at the site of the project. In case any work is sublet, the Consultant shall require the Sub-Consultant similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in work under the Contract at the site of the project is not protected under the Workers' Compensation Statute, the Consultant shall provide for any such employees, and shall further provide or cause any and all Sub-Consultants to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Consultant shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect him, the DOTD, and any Sub-Consultant during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by himself or by a Sub-Consultant, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the DOTD. Such insurance shall name the DOTD as additional insured for claims arising from or as the result of the operations of the Contactor or his Sub-Consultants. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the DOTD shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Consultant, or by separate policies of insurance in the amounts as defined in any Special Conditions of the Contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Consultant shall maintain during the life of the Contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Sub-Consultant's Insurance: The Consultant shall require that any and all Sub-Consultants, which are not protected under the Consultant's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Consultant.

APPLICABLE LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

CODE OF ETHICS

The Consultant acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Consultant agrees to immediately notify the DOTD if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the

invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

ORDER OF PRECEDENCE

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the RFP and Consultant's proposal) shall take precedence, followed by the provisions of the RFP, and then by the terms of the Consultant's proposal.

ENTIRE AGREEMENT CLAUSE

This contract, together with the RFP and addenda issued thereto by the Department, the proposal submitted by the Consultant in response to the Department's RFP, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.